

**Borrower’s Oath**

(For Residential Housing but not Section 232 Projects)

**U.S. Department of Housing and Urban Development**  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 9/30/2021)

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**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Date \_\_\_\_\_

Project No. \_\_\_\_\_

To the U.S. Department of Housing and Urban Development (“HUD”):

(The definition of any capitalized term or word used herein can be found in this Borrower’s Oath, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.)

In accordance with the stated intent of Congress, HUD’s regulations implementing the National Housing Act, as amended (“NHA”), and the Regulatory Agreement between Borrower and HUD, the undersigned hereby certifies under oath that so long as the Loan made pursuant to the Security Instrument is insured or held by HUD:

- (1) That, to carry out the intent of Section 513 of the NHA, no part of the Mortgaged Property will be rented for a period of less than thirty days or used for transient or hotel purposes, and said Mortgaged Property shall be used principally for residential use;
- (2) The Mortgaged Property will not be sold while the Loan insurance is in effect or the Security Instrument is held by HUD unless the purchaser files with HUD a like certification executed by such purchaser under oath;
- (3) Borrower has not and will not enter into any agreement with any party other than Lender in conjunction with the Loan transaction that allows for perfection of any portion of the UCC Collateral through control under the UCC;
- (4) {INSERT FOR LOANS INVOLVING CONSTRUCTION OR REHABILITATION} That to Borrower’s knowledge, there are no proposed change(s) of law, ordinance, or governmental regulation (proposed in a formal manner by elected or appointed officials) that, if enacted or promulgated after the commencement of construction/rehabilitation, would require a modification to the Project, and/or prevent the Project from being completed in accordance with the Drawings and Specifications dated \_\_\_\_\_, executed by Borrower and

\_\_\_\_\_ [*insert General Contractor*] and referred to in the Construction Contract.

Each signatory below hereby certifies under oath that each of their statements and representations contained in this Borrower's Oath and all their supporting documentation thereto are true, accurate, and complete. This Borrower's Oath has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Name of Borrower Entity: \_\_\_\_\_  
By (authorized agent): /s/ \_\_\_\_\_  
Printed Name, Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**[ADD ADDITIONAL LINES AND NOTARY JURATS IF MORE THAN ONE SIGNATORY]**

**NOTE: THE FOREGOING CERTIFICATION MUST BE GIVEN UNDER OATH IN ACCORDANCE WITH STATE LAW REQUIREMENTS FOR TAKING AN OATH.**

[The jurat below is included as an example. Please replace with the jurisdiction-appropriate notary form for sworn/affirmed oaths.]

**Notary Jurat for Borrower**

County of \_\_\_\_\_ )  
  )ss.  
State of \_\_\_\_\_ )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]